REMARKS

Claims 1, 2, and 4-21 are pending.

Claims 1, 2, and 4-21 stand rejected.

Claims 1, 14, 20, and 21 have been amended. Claim 2 has been cancelled.

Claims 22 through 29 have been added.

The amendments to claims 1, 14, 20, and 21 are for clarification purposes and not related to patentability.

Claim Objections – 37 CFR 1.75(c)

Claim 2 is objected to under 37 CFR 1.75(c) as being of improper dependent form for failing to further limit the subject matter of a previous claim. Claim 2 has been cancelled and rewritten as independent claim 22.

Applicants respectfully request withdrawal of the rejection.

Claim Rejections - 35 U.S.C. § 103

Claims 1, 2, and 4-21 stand rejected under 35 U.S.C. §103 as being unpatentable over U.S. Patent No. 6,587,827 issued to Henig et al. (referred to herein as "*Henig*") in view of Bright et al., U.S. Patent Application Publication No. US-2002/0013831 (referred to herein as "*Bright*"). Applicants respectfully traverse the rejection.

The Examiner stated that *Henig* teaches that "the system maintains a database of all orders and forwards them to the specified supplier (splitting the order request into multiple processed order requests wherein each processed order request includes at least one of the items." The Examiner also stated that *Henig* teaches that "Once a preferred supplier is selected, the order is forwarded to that particular supplier and the transaction is processed by the supplier system (transmission of the processed order request to the ORMS of the fulfillment partner) [Figure 4]" The Examiner also stated that "the supplier (fulfillment partner) ships the product to

the customer and creates a confirmation event (receiving from the ORMSs of the selected fulfillment partners ORMS data associated with the processed order request transmitted to the ORMS of the fulfillment partner."

Regarding *Bright*, the Examiner stated that *Bright* teaches that "Electronic Sales Orders (ESO) made by a customer are split into multiple requests if there are multiple line items to be supplied by different delivery plants [Para. 17]. Primarily, the ESO is split based upon the evaluation of third party availability to fill an order, but the order can also be split according to a set of business rules [Para. 18]."

Applicants appreciate the Examiner's work. However, Applicants respectfully submit that the Examiner has misinterpreted and misapplied the teachings of *Henig* and *Bright* with respect to the present invention.

Specifically, Applicants, in the following remarks and in accordance with Applicants' analysis of *Henig* and *Bright*, will demonstrate that (1) the client of *Henig* determines whether more than one preferred supplier is needed as opposed to an "order request servicing system … processing the received order request into multiple processed order requests", (2) the server of *Henig* does not split any orders into multiple processed order requests, (3) since the server of *Henig* does not perform such a split, *Henig* does not teach or suggest "receiving from each of the ORMSs of the selected fulfillment partners ORMS data associated with the processed order request transmitted to the ORMS of the fulfillment partners and integrating the received ORMS data from the ORMSs of the fulfillment partners", (4) each ESO pre-processor of *Bright* is utilized by a supplier, (5) *Bright* teaches splitting an ESO into multiple requests for the same supplier having multiple delivery plants as opposed to processing a received request into multiple processed order requests and selecting fulfillment partners for each of the processed order requests, (6) the "business" rules of *Bright* relate to how a supplier manages a request and not to "selecting fulfillment partners in accordance with business relationship rules and business relationship data", and (7) the differences between the combination of *Henig* and *Bright* and the present invention are not merely providing an automatic means to replace a manual activity, thus, rendering *In re Venner* inapplicable.

Henig and *Bright* Discussion

Henig teaches that "For each customer order received, <u>the client 10 determines a preferred supplier 14</u> for the product ordered (block 40)." *Henig*, col. 5, lns. 51-54 (emphasis added). *Henig* further teaches that "It should also be appreciated that a customer order may be for a large amount of product that may not be available at one supplier, or may specify several different shipping destinations that may not be convenient to a single supplier. In either event, there may be more than one preferred supplier determined to accommodate the availability constraints or the shipping destinations requested." *Id.*, col. 1, ln. 64 through col. 2, ln. 3. Thus, clearly "the client 10" <u>and not a server</u> "determines a preferred supplier 14 for the product ordered." *Id.*, col. 5, lns. 51-54.

<u>Not only does the client determine the preferred supplier,</u>

> [a]fter the preferred supplier 14 is determined, <u>the client 10</u> next <u>validates</u> the information from the customer order by checking the validity of such information as the vendor number and/or the part number (block 42). The client 10 then <u>assigns</u> a unique purchase order number (block 44), and <u>creates</u> an order event with all the information from the customer order and the assigned purchase order number (block 46)." *Id.*, col. 6, lns. 4-11 (emphasis added).

Henig also discusses the role of the server. More specifically,

> FIG. 4 shows the steps for the subroutine which defines how the server 12 routes an order event to the preferred supplier 14. The server 12 first <u>monitors</u> the client 10 for an order event (block 48). ... The server 12 obtains **the** order event from the client 10 if there is an order event available (block 50). The server 12 next validates **the** order event (block 52), for example, by checking to see if there is any empty field and/or incorrect types of data used in the field. ... the server 12 <u>directs</u> **the order event** to **the** preferred supplier 14 if there is a supplier 14 (block 60). ... If the supplier 14 is not found, the server 12 sends a rejection event to the client 10 (block 58). *Id.*, col. 6, lns. 16-18, 28-31, and 34-35 (emphasis added).

The abstract of *Henig* summarizes the above teachings:

> The method includes the the client creating an order event with <u>a</u> preferred supplier, the server routing the order event to **the** preferred supplier, the server monitoring status of the order event from the preferred supplier, the preferred supplier processing the order event, and the server periodically synchronizing inventory between the client and all suppliers." *Id.*, Abstract (emphasis added).

Thus, the server of *Henig* does not split any orders into multiple processed order requests.

Regarding communication to the client, *Henig* teaches that,

> [f]or an order event with a rejected status, the server 12 sends a rejection event to the client 10 (block 88). ... On the other hand, the server 12 sends a confirmation event to the client 10 (block 94) if the order event has been closed by the supplier 14. *Id*, col. 6, lns. 61-67 (emphasis added).

Thus, the communication from the server relates to one order event, *as received by the server from one supplier*.

Bright teaches that each ESO pre-processor is utilized by one supplier. *Bright* teaches that [a]ccordingly, in the preferred embodiment of the invention, a supplier enabled for electronic commerce using the SAP AG Corporation sales and distribution modules for order fulfillment can use the Electronic Sales Order (ESO) pre-processor." *Bright*, para. 16. Thus, ESO pre-processor does not split orders among multiple suppliers.

Bright also teaches that "the ESO pre-processor splits the ESO into multiple requests if there are multiple line items supplied by different delivery plants that are not configured to share the same sales area in SAP." *Id.*, para. 17. Thus, *Bright* teaches that the supplier receives one request, and the ESO pre-processor system can split the request into multiple requests if the line items will be supplied by different delivery plants. This interpretation is supported by *Bright's* next statement that "Without this function, the supplier would have to perform this activity manually." *Id.* Thus, the split requests are indeed for the same supplier and not split among multiple suppliers. See also, *Bright* paras. 22, 116, and 123. (Applicants respectfully submit that the "third party availability check" in para. 18 refers to the use of third party software to check availability. Specifically, *Bright* teaches that "a supplier enabled for electronic commerce using the SAP AG Corporation sales and distribution modules for order fulfillment can use the Electronic Sales Order (ESO) pre-processor (e.g. the order interceptor) to perform an asynchronous availability check (using, for example, the PROFIT Available to Promise (ATP) by International Business Machine Corp., or any other suitable third party software package)." *Id.*, para. 16.)

Bright does teach about business rules. However, *Bright's* "business rules [allow] a supplier to configure how a request is managed. For example, a new sales order request from a low-tiered customer can be configured for manual service prior to posting." *Id.* para. 18 (emphasis added). Thus, the business rules taught by *Bright* relate to how a supplier configures a request and not to how fulfillment partners are selected.

Henig, Bright, and the Present Invention

Claim 1

In light of the above discussion, the combination of *Henig* and *Bright* teaches that (1) "the client of *Henig* determines whether more than one preferred supplier is needed", (2) an order is provided to a supplier, and (3) the supplier can split the order into multiple requests. In contrast to the combined teachings of *Henig* and *Bright*, the invention of claim 1 recites a "method for utilizing the order request servicing system comprising: receiving with the order request servicing system an order request from a client system, processing the received order request into multiple processed order requests, and selecting fulfillment partners for each of the processed order requests." *Present Application*, claim 1 (emphasis added). Furthermore, because neither *Henig* nor *Bright*, alone or in combination, teach "selecting fulfillment partners for each of the processed order requests", neither *Henig* nor *Bright* can possibly teach "for each of the processed order requests, transmitting the processed order request to the ORMS of the selected fulfillment partner." *Id.*

Henig does teach that a server sends to a client a "rejection event" or a "confirmation event" to a client. However, both of these communication events relate to "an order event" from one supplier. In contrast to the present invention of claim 1, neither *Henig* nor *Bright*, alone or in combination, teach "receiving from each of the ORMSs of the selected fulfillment partners ORMS data associated with the processed order request transmitted to the ORMS of the fulfillment partners and integrating the received ORMS data from the ORMSs of the fulfillment partners." *Present Application*, claim 1. The Examiner stated that *Henig* teaches that "the supplier (fulfillment partner) ships the product to the customer and creates a confirmation event (receiving from the ORMSs of the selected fulfillment partners ORMS data associated with the processed order request transmitted to the ORMS of the fulfillment partner." However, the

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confirmation event relates to <u>one supplier</u> not to <u>multiple</u> fulfillment <u>partners</u> as recited in claim 1. Furthermore, neither the Examiner nor *Henig* and *Bright* mention "integrating the received ORMS data from the ORMSs of the fulfillment partners." *Present Application*, claim 1.

Claim 14

For reasons similar to those of claim 1, neither *Henig* nor *Bright*, alone or in combination, teach or suggest:

> a processing engine to:
>> process the order request <u>into multiple processed order requests</u>;
>> select fulfillment <u>partners</u> for each of <u>the processed</u> order requests using the business relationship information;
>> for each of the <u>processed order requests</u>, transmit the processed order request to the ORMS of the selected fulfillment partner;
>> <u>receive from each of the ORMSs of the selected fulfillment partners ORMS data</u> associated with the processed order request transmitted to the ORMS of the fulfillment partners; and
>> <u>integrate the received ORMS data from the ORMSs of the fulfillment partners</u>.
>
> *Present Application*, Claim 14 (emphasis added).

Furthermore, regarding business rules, the Examiner states that *Bright* "does not explicitly disclose that the business rules are used to designate a particular supplier. Essentially however, Bright et al. teaches an automated pre-processing order system that filters a customer's order through a business rules database – the rules stored could be of *any* nature, including preferences for selecting particular suppliers – before sending it to the order management system." Applicants agree with the Examiner that *Bright* does not teach "a first order request servicing system having an interface to receive an order request <u>from a client system</u>, having a memory to store <u>business relationship information relating a client and the fulfillment partners</u>" and "select fulfillment <u>partners</u> for each of the processed order requests <u>using the business relationship information</u>." *Bright* specifically teaches that,

> the pre-processor provides a robust set of business rules that <u>allows a supplier to configure</u> how <u>a request is managed</u>. For example, <u>a new sales order request</u> <u>from a low-tiered customer</u> can be <u>configured for manual</u> service prior to posting. The <u>same request from a high-tiered customer</u> can be configured <u>for</u>

manual review only under certain conditions, such as if the requester falls under minimum order quantity levels, while the same request from another customer in the same condition could be configured for automatic routing.

Applicants respectfully submit that only impermissible hindsight could be used to construe *Bright's* explicit teachings regarding business rules to suggest "a memory to store business relationship information relating a client and the fulfillment partners" and "select fulfillment partners for each of the processed order requests using the business relationship information" as recited by claim 14.

Claim 20

For reasons similar to those of claim 1, neither *Henig* nor *Bright*, alone or in combination, teach or suggest:

> A transaction processing system having an order request servicing system for routing order requests to multiple order request management systems ("ORMSs") of fulfillment partners and integrating respective ORMS data from ORMSs of each fulfillment partner, the transaction processing system comprising:
>> means for receiving an order request from a client system;
>> means for processing the order request into multiple processed order requests;
>> means for selecting fulfillment partners for each of the processed order requests;
>> means for transmitting the processed order request to the ORMS of the selected fulfillment partner;
>> means for receiving from each of the ORMSs of the selected fulfillment partners ORMS data associated with the processed order request transmitted to the ORMS of the fulfillment partners; and
>> means for integrating the received ORMS data from the ORMSs of the fulfillment partners.
>
> *Present Application*, Claim 20 (emphasis added).

Claim 21

For reasons similar to those of claim 1, neither *Henig* nor *Bright*, alone or in combination, teach or suggest:

> A program storage device readable by a machine, tangibly embodying a program of instructions executable by the machine to perform a method for

utilizing an order request servicing system for routing order requests to multiple order request management systems ("ORMSs") of fulfillment partners and integrating respective ORMS data from ORMSs of each fulfillment partner, the method for utilizing an order request servicing system comprising:

> receiving with the order request servicing system an order request from a client system;

> processing <u>the order request</u> <u>into multiple processed order requests</u>;

> selecting fulfillment partners <u>for each of the processed order requests</u>;

> for each of the processed order requests, transmitting the processed order request to the ORMS of the selected fulfillment partner;

> receiving from <u>each of the ORMSs</u> of the selected fulfillment partners <u>ORMS data associated with the processed order request</u> <u>transmitted to the ORMS of the fulfillment partners</u>; and

> <u>integrating the received ORMS data</u> <u>from the ORMSs of the fulfillment</u> <u>partners</u>.

Present Application, Claim 21 (emphasis added).

Claim 22

For reasons similar to those of claim 1, neither *Henig* nor *Bright*, alone or in combination, teach or suggest:

> an order request servicing system for routing order requests to multiple order request management systems ("ORMSs") of fulfillment partners and integrating respective ORMS data from ORMSs of each fulfillment partner, wherein the order request servicing system includes components to:

> receive an order request from a client system in electronic communication with the order request servicing system;

> <u>process the received order request into multiple processed order requests</u>;

> select fulfillment partners for each of <u>the processed order requests</u>;

> <u>for each</u> of the processed order requests, transmit <u>the processed order</u> <u>request to the ORMS of the selected fulfillment partner</u>;

> receive from each of the ORMSs of the selected fulfillment <u>partners</u> ORMS data associated with <u>the processed order request</u> transmitted to the ORMS of the fulfillment partners; and

> <u>integrate the received ORMS data</u> <u>from the ORMSs of the fulfillment</u> <u>partners</u>.

Present Application, Claim 22 (emphasis added).

Regarding *In re Venner*, the Examiner stated that "simply automating the step of selecting a preferred supplier based upon known business rules gives you just what you would expect from the manual step as shown in *Henig*." Even assuming *arguendo* that *In re Venner* is valid law, as discussed above the present invention differs in many ways from the teachings of *Henig*, alone or in combination with *Bright*. For example, the client system of *Henig* determines whether more than one preferred supplier is needed. This is significantly different than, for example, "a first order request servicing system having an interface to receive an order request from a client system, having a memory to store business relationship information relating a client and the fulfillment partners, and having a processing engine to: process the order request into multiple processed order requests [and] select fulfillment partners for each of the processed order requests using the business relationship information" as recited in claim 14. Additionally, as discussed above, many other elements of each independent claim differ from *Henig*, alone or in combination with *Bright*, in a nonobvious and non-automated versus manual way. The other independent claims can be similarly presented.

Dependent Claims

Applicants respectfully submit that the Examiner did not address all the dependent claims in the Office Action. For example, Applicants did not locate any reasons for rejecting claims 9 and 18 which relate to *inter alia* an "order servicing organization" with interconnected order servicing systems. Applicants respectfully submit that neither *Henig* nor *Bright*, alone or in combination, teach or suggest the order servicing organizations of claims 9 and 18. *Henig* does refer to a "hub" concept in column 3 and Figure 1. However, the *Henig* "hub" does not include the order request servicing systems as recited in claims 9 and 18.

Additionally, Applicants respectfully submit that all dependent claims are allowable for at least the same reasons as the independent claim from they directly or indirectly depend.
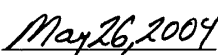
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CONCLUSION

In view of the amendments and remarks set forth herein, the application is believed to be in condition for allowance and a notice to that effect is solicited. Nonetheless, should any issues remain, Applicants' representative below requests a telephonic interview prior to issuance of any final rejection.

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop Fee Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on May 26, 2004.

(signature) May 26, 2004

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